CERTIFICATE.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1895.

No. 144 /53.

H. M. BEDFORD AND LOU M. BEDFORD, HIS WIFE,

vs.

THE EASTERN BUILDING AND LOAN ASSOCIATION.

ON A CERTIFICATE FROM THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SIXTH CIRCUIT.

FILED NOVEMBER 20, 1895.

(17,558.)

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vs.

THE EASTERN BUILDING AND LOAN ASSOCIATION.

ON A CERTIFICATE FROM THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SIXTH CIRCUIT.

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JUDD & DETWEILER, PRINTERS, WASHINGTON, D. C., DECEMBER 14, 1899.

1 United States Circuit Court of Appeals, Sixth Circuit.

H. M. Bedford and Lou M. Bedford, His Wife, v. Eastern Building and Loan Association of Syracuse, N. Y.	No. 637. Appeal from the United States Circuit Court for the Western Division of Tennessee.

Submitted March 15, 1899; decided July 5, 1899.

Before Taft and Lurton, circuit judges, and Thompson, district judge.

The Eastern Building and Loan Association of Syracuse, N. Y., is a corporation organized under the laws of the State of New York for the purpose and with the power of conducting a general building association business in New York and other States. Its plan of organization is similar to that generally adopted by such associations. Subscribers to its stock pay $1 initiation fee for each share of $100 and 75 cents per month as dues on each share and certain fines on default, and when the whole amount of dues and dividends paid in amount to $100, the holder is entitled to withdraw the same. Borrowing members receive par value of their shares in advance and secure their compliance with requirements as to dues, fines and interest by mortgage or otherwise. Prior to March 26, 1891, the association had a soliciting agent in Memphis, Tennessee, whose duty it was to solicit persons to become members of the association and to subscribe to its stock. The agent had no authority to accept applications for membership or subscriptions for stock but only the authority to transmit them by mail to the office of the company in Syracuse, New York, where they were accepted or rejected by the board of directors of the association.

2 Three months after a person had subscribed for stock, and the stock had been issued to him, he was, by the by-laws of the association, permitted to apply for an advance of the nominal par value of his shares or, in effect, a loan. This application was forwarded through the soliciting agent to the company at Syracuse together with the certificate of stock, already issued, as a pledge and a statement of the value of the property which it was proposed to mortgage to secure the loan. The application was accompanied by a recommendation of what was called "the local board" in regard to the wisdom of the loan. The local board consisted of certain stockholders of the association living at the applicant's place of residence who had been elected by all the resident stockholders, and whose duty it was to advise the association at Syracuse concerning the value of the property offered and the character of the applicant. The local board had officers, one of whom was a treasurer through whom members might, if they desired, forward payments due to the association at Syracuse, but the by-laws stated that in so doing the local treasurer was acting as agent for the stockholders and not

for the association. Another by law provided that all payments should be made to the secretary of the association at the home office in registered letter, express or money order or drafts.

On the second day of January, A. D. 1891, H. L. Bedford, a resident and citizen of Shelby county, Tennessee, made the following application to the association which he delivered to its soliciting agent at Memphis to be forwarded to Syracuse:

O. K. Supt.	Cashier.	Stock.	A. F. 1-26-91. Recorded.	Indexed.	Filed.	Mailed.

46 Shares.	Application for shares	Number 4773.

in the

Eastern Building and Loan Association

of Syracuse, N. Y.

Agent, J. H. T. Martin.

I, H. L. Bedford, of Bailey, county of Shelby, State of Tennessee, No. of street or P. O. box —; occupation, farmer; hereby apply for membership in the Eastern Building and Loan Association of Syracuse, Onondaga county, New York, and subscribe for 46 shares of installment stock.

3 I hereby agree to abide by all the terms, conditions and by-laws contained or referred to in the certificate of shares, and will also comply with all the rules and regulations of said association, and do also hereby, in order to facilitate the transaction of business of the Eastern Building and Loan Association of Syracuse, N. Y., make, constitute and appoint the secretary of said association for me, in my name, place and stead, to appear and vote as my proxy upon any and all shares of stock at any time held by me, or standing in my name in said association during my absence, at any and all meetings of stockholders or directors and upon any and all matters which may properly come before any such meetings and attorneys, one or more under him, from time to time in writing to appoint, hereby authorizing, ratifying and confirming all that any said attorney, or his substitute, may do, or cause to be done as such proxy by virtue hereof. This proxy is not in any manner to affect my right to vote on all such stock whenever I am personally present at any stockholders' meeting.

In witness whereof I have hereunto set my hand and affixed my seal this 2d day of Jan'y, A. D. 1891.

Signature of applicant: H. L. BEDFORD. [SEAL.]

H. B. MARTIN, *Witness.*

The price of stock must accompany this application.

Endorsed.

Instructions to Agents.

This application should always be written in ink. All blank places should be filled correctly and plain to avoid any chance of error in the home office. Be particularly careful to have the name of applicant written plain and spelled correctly, and where there appears any possible chance for misreading any word. Agents should use the space at the bottom of application for explanation. The admission fee must accompany the application before the stock can be written at the home office.

Send certificate of shares to:

Name.....

P. O.....

County..... State.....

On the 2d of February, 1891, the certificate of stock was issued by the association and sent to its soliciting agent at Memphis who, a few days later, handed it to Bedford. The certificate was in the words following:

Series No. B. 2, maturing August 1st, 1897, Eastern Building and Loan Association of Syracuse, N. Y.

Certificate number.	Number of shares.	Amount.
4773	46	$4,600

4 This certifies that H. L. Bedford, of Bailey, county of Shelby and State of Tennessee, is hereby constituted a shareholder of the Eastern Building and Loan Association of Syracuse, New York, incorporated under the laws of the State of New York and holds forty-six shares therein of one hundred dollars each, and in consideration of the membership fee, together with agreement and statements contained in the application for membership in the association, and full compliance with the terms, conditions and by-laws printed on the front and back of this certificate, which are hereby referred to and made a part of this contract, and the said Eastern Building and Loan Association of Syracuse, New York, agree to pay said shareholder or his heirs, executors, administrators or assigns the sum of one hundred dollars for each of said shares at the end of seventy-eight months from the date hereof or in case of his death prior to the expiration of seventy-eight months, the association will pay the sum of all monthly installments paid on this certificate with interest at 6 per cent. per annum, payable in the manner and upon the conditions set forth in said terms, conditions and by-laws hereto attached. All payments under this certificate are payable at home office of the association at Syracuse, New York, within sixty days after the acceptance and approval of satisfactory proofs. This certificate of shares is issued to and accepted by the holder thereof upon the following express terms and conditions:

First. The shareholder agrees to pay or cause to be paid, a monthly installment of seventy five cents on each share named in this contract, the same to be paid on or before the last Saturday of each month until such share matures or is withdrawn.

Second. If the shareholder shall fail to pay or cause to be paid any monthly installment on or before the last Saturday of each month, he shall pay a fine of ten cents per share for each and every month the payment may be in arrears.

Third. Stock in this association is non-forfeitable; but if a monthly payment on any share becomes past due and payable for a period of six months or more, such share shall be sold at auction for the purpose of paying the arrearages. The proceeds of the sale shall first be used to pay all back monthly payments and fines; the balance remaining after paying all accrued fines and monthly payments shall be paid to the member in whose name the stock stands at the time of sale. If the stock brings no more than enough to pay the accrued fines and monthly payments it shall be bid in by the association and canceled, and the amount standing to the credit thereof in the loan fund shall be divided among the other shares as profits.

Fourth. Members may withdraw their monthly installments at any time by first giving thirty days' notice, and will receive 6 per cent. annual interest on all shares of six months' standing and up to two years; the third year's 7 per cent.; any time after the third year and before maturity 8 per cent.

Fifth. If a shareholder dies his personal representative may withdraw his shares at any time or continue on to maturity.

Sixth. At stated periods the profits arising from interest, premiums, fines and other sources, shall be apportioned among the shares in good standing.

Seventh. All payments must be paid to an authorized agent, or sent to the secretary at the home office by draft, express or money order, or registered letter. Individual drafts or checks not receivable.

Eighth. The association reserves the right at any time to make an investigation in all cases prior to the approval of claims.

Ninth. The by-laws of this association, which are attached to and indorsed hereon, are a part of this contract and such by-laws and this certificate are to be construed together as part of the contract between the association and the shareholder.

Tenth. No shares shall be assignable or transferable on the books of the association, except by the shareholder paying a transfer fee of two dollars for entering the same, and upon consent of the association, indorsed thereon by the secretary after all dues and claims on the same have been paid.

Eleventh. It is agreed by all shareholders of this association that desire loans, that all money in the loan fund shall be sold at a uniform rate of ten per cent., bid as premiums on all loans.

Twelfth. No shareholder shall have any claim to any interest in the affairs, assets or funds of this association, nor the control of

them, except as above specifically set forth, and assumes no further liability of any kind whatsoever except as hereafter described.

Thirteenth. In every case where this contract shall cease and determine, or become null and void, then all payments made thereon shall become forfeited to the association.

Fourteenth. Any action brought against this association shall be commenced within six months after filing proofs, and in the county of Onondaga and State of New York.

Fifteenth. No agent has authority to change this contract in any way, and the association assumes no obligation for any statements not contained in its printed literature.

Given under the seal of said association at Syracuse, New York, the second day of Feb'y, A. D. 1891.

H. H. LOOMIS, *President.*
[L. S.] JNO. J. W. REYNOLDS,
Secretary and Gen'l Manager.

6 Attached to this were the by-laws of which only the following are deemed material:

ARTICLE I.

SECTION 3. The principal place of business of this association shall be located at Syracuse, N. Y., but the branches or agencies may be located and business done in any part of the State of New York, or in any other State or Territory of the United States where no legal prohibition exists, by authority of the board of directors, to be evidenced by a vote of a majority of the board, and spread upon its records.

ARTICLE IV.

SECTION 1. The annual meeting of the stockholders shall be held at the home office of the association on the second Monday of May of each year commencing with the year 1891, between 2 and 4 o'clock p. m., of which due notice shall be given according to law.

ARTICLE XIX.

Contract of Members.

SECTION 1. The terms and conditions expressed in the certificate of stock, in connection with the application for membership and the by-laws of the association, form the contract between the association and each shareholder therein.

SEC. 16. All remittances for advance, installments, premiums, monthly installments, fines and penalties, interest and premiums, and all other payments, shall be made to the secretary of the association at the home office, and in registered letter, express or money order or drafts. Individual checks shall not be received.

ARTICLE XVI.

Local Boards.

SECTION 1. Whenever sufficient stock has been sold in any town to make it advisable the members residing in each town may organize a local board or branch of the association. The officers of the local organization shall consist of a board of from five to nine directors, from whose number shall be elected a president, secretary and treasurer (combined) and attorney; all of whom must be shareholders in the association; these officers shall hold office one year and until their successors are elected.

SEC. 2. The traveling agents of the association are given authority to appoint the first officers of the local board. Provided, however, that officers so appointed shall only hold office until the members of the local board meet and elect their successors.

SEC. 3. It shall be the duty of the officers of the local board to pass on all applications for loans which are received by the
7 association from members residing in the town where such local board is located, and to protect the interest of the association in all practicable ways.

SEC. 4. Members may, if they so desire, make monthly payments on stock to the local treasurer. But such local treasurer shall be deemed to be the agent of the members, and not of the association.

SEC. 5. As soon as the officers of the local board have been appointed or elected, and the names of such officers have been certified to the association by a traveling agent or by the local secretary, a local-board charter shall be issued to such board.

SEC. 6. The president of the local board shall call a meeting thereof whenever three members shall request him so to do.

On the 20th of March, 1891, Bedford made an application for a preference for an advance which was forwarded through the same soliciting agent to Syracuse. Bedford described in detail the real estate upon which he proposed to give the association a mortgage. This application was approved May 18, 1891, by the board of directors at Syracuse. Bedford then applied on June 20th for the loan in the letter following:

Application for an Advance.

To the board of directors of the Eastern Building and Loan Association of Syracuse, N. Y.

GENTLEMEN: At a regular meeting of your board, held May 18, 1891, having obtained the preference for an advance on forty-six shares of No. 1773 of your association, at a premium of ten per cent., I now respectfully request the advance be granted. I hereby agree to comply with the charter and by-laws of your association and all requirements defined by your committee of the board of directors.

H. L. BEDFORD, *Applicant.*

Witness:
J. H. T. MARTIN.

This letter was accompanied by a mortgage to the association, duly executed and acknowledged by Bedford and wife before a notary in Shelby county, Tennessee, of the land in that county previously tendered as security. The mortgage had been duly recorded in Shelby county.

The defeasance clause of the mortgage was as follows:

"This grant is intended as security for the payment of the sum of fifty-six hundred, eighty-three and $\frac{8}{100}$ dollars, the same being the principal, interest and premium of a loan from said association, which said loan was made pursuant to and accepted under the provisions of the by-laws of said association, and which said by-laws have been read by the mortgagor, H. L. Bedford, and are made a part of this contract, which said loan is evidenced and secured to be paid by seventy-eight (78) certain promissory notes of even date herewith, executed by the said H. L. Bedford, payable to the said association at its office in Syracuse as follows: One of each of said notes to be paid on or before the last Saturday of each and every month until all of said seventy-eight notes are fully paid, together with the interest, and each of said notes after maturity at the rate of six (6) per cent. per annum, payable semi-annually, until said notes are fully paid. And the said mortgagor, H. L. Bedford, for himself and his heirs, executors, administrators and assigns hereby covenants and agrees with the party of the second part, its successors and assigns to pay said principal, interest and premiums at maturity and the interest accruing on said notes after maturity and all fines and penalties that may be imposed pursuant to the provisions of the constitution and by-laws of said association, and also to keep and perform all promises and engagements made and entered into with said association according to the true intent and meaning of its by-laws and articles of association, and also to keep the buildings erected and to be erected upon said premises insured against loss or damage by fire in an amount and in such manner and in such company as shall be most satisfactory to the party of the second part, its successors or assigns, so that the loss or losses, if any, shall be payable to it or them, and from time to time when taken out issued on said premises, which policies shall contain the best and most approved form of mortgage clause. And at once to make due proofs in case of loss and do all other things required, deliver over to it or them all policies and renewals thereof by said policies, and also pay and discharge when due and payable all taxes, assessments, rates and other charges now or hereafter levied or assessed upon said premiums and remove all adverse claims, clouds and encumbrances, also that until full payment of the money hereby secured nothing shall be done or suffered whereby said premises shall be diminished in value or any of said policies of insurance affected or vitiated.

In case default shall be made in effecting such insurance or in paying, discharging or removing such taxes, assessments, rates, other charges, adverse claims, claims or encumbrances as aforesaid, it shall be lawful for said second party, its successors or assigns, to effect such insurance and pay such taxes, assessments, rates, other charges,

adverse claims, choses or emcumbrances and the amount so paid shall be a lien on said premises added to the amount secured by these presents and forthwith due and payable without demand, with interest, and may be collected in the same manner as the principal sum hereby secured. And it is hereby expressly agreed by and between the parties to these presents that if default be made in the payment of any one of said notes or any part thereof as herein provided or in case of waste or non-payment of the taxes, assessments or impositions on said premises, or in case of neglect or refusal to keep the
9 premises insured as herein provided or in case the improvements thereon shall not be kept in good condition or repair, or in case of a breach of any of the covenants or agreements contained herein, or in case of failure to duly observe and keep the by-laws of the said association and in either or any of such cases, the whole of the said principal sum, interest, premiums, fines, dues and costs, shall at once become due and payable at the option of said association, its successors or assigns, and it shall be lawful for said association or its successors or assigns at any time thereafter to sell the said premises hereby granted, or any part thereof, in the manner prescribed by law and out of the moneys arising from such sale to retain the amount due and unpaid for principal, interest, premiums, fines, dues and costs thereof, taxes, assessments, impositions, insurance and other advances, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said H. L. Bedford, or his heirs or assigns. And this controversy shall be void if full payment of the aforesaid moneys, with principal and interest, be made as hereinbefore specified, and if the aforesaid covenants and each of them be well and truly kept and performed as herein specified and provided."

The seventy notes were all of the same tenor, *mutatis mutandis*, as the following:

On or before the last Saturday of June, 1893, I promise to pay seventy-two and $\frac{86}{100}$ dollars, $72.86, to the order of the Eastern Building and Loan Association at its office in Syracuse, N. Y. Value received. Bailey, Tenn. May 1, 1891.

H. L. BEDFORD.

The business of the association in Tennessee had been lawful down to March 26, 1891, when the following act was passed by the legislature of Tennessee:

CHAPTER 122.

An act to amend chapter 31 of the Acts of 1877, declaring the terms on which foreign corporations organized for mining or manufacturing purposes may carry on their business and purchase, hold, and convey real and personal property in this State, so as to make the provisions of said act apply to all foreign corporations that may desire to own property or to do business in this State.

SECTION 1. Be it enacted by the General Assembly of the State of Tennessee, That chapter 31 of the Acts of 1877 be so amended and

enlarged as that the provisions of said act shall apply to all corporations chartered or organized under the laws of other States or countries for any purpose whatsoever which may desire to do any kind of business in this State.

SECTION 2. Be it further enacted, That each and every corporation created or organized under or by virtue of any government other than that of this State, for any purpose whatever, desiring to own property or carry on business in this State of any kind or character, shall first file in the office of the secretary of the State a copy of its charter and cause an abstract of same to be recorded in the office of the register in each county in which such corporation desires or proposes to carry on its business or to acquire or own property, as now required by section 2 of chapter 31 of Acts of 1877.

SECTION 3. Be it further enacted, That it shall be unlawful for any foreign corporation to do or attempt to do any business or to own or to acquire any property in this State without having first complied with the provisions of this act, and a violation of this statute shall subject the offender to a fine of not less than $100 nor more than $500, at the discretion of the jury trying the case.

SECTION 4. Be it further enacted, That when a corporation complies with the provisions of this act it shall then be, to all intents and purposes, a domestic corporation, and may sue and be sued in the courts of this State, and subject to the jurisdiction of the courts of this State just as though it were created under the laws of this State.

SECTION 5. Be it further enacted, That when such corporation has no agent in this State upon whom process may be served by any person bringing suit against such corporation, then it may be proceeded against by an attachment to be levied upon any property owned by the corporation, and publication, as in other attachment cases. But for the plaintiff to obtain an attachment he, his agent or attorney, need only make oath of the justness of his claim, that the defendant is a corporation organized under this act, and that it has no agent in the county where the property sought to be attached is situated upon whom process can be served.

SECTION 6. Be it further enacted, That said chapter 31 of the Acts of 1877, except in so far as the same is amended, enlarged and extended by this act, be and the same is declared to be in full force.

SECTION 7. Be it further enacted, That this act take effect from and after its passage, the public welfare requiring it.

Passed March 21, 1891.

THOMAS R. MYERS,
Speaker of the House of Representatives.
W. C. DISMUKES,
Speaker of the Senate.

Approved March 26, 1891.

JOHN P. BUCHANAN, *Governor.*

Upon the same date an act was passed concerning building associations. The part thereof relating to foreign building associations was as follows (chapter 2 of the Acts of 1891).

SEC. 3. Be it further enacted, That no building and loan association organized under the laws of any other State, Territory or foreign government, shall do business in this State unless said
11 association shall (deposit and continually thereafter) keep deposited in trust for all of its members and creditors, with some responsible trust company, or with some State officer of this or some other State of the United States, mortgages (or other securities) received by it in the usual course of its business amounting to not less than twenty-five thousand ($25,000) dollars nor more than fifty thousand ($50,000) dollars, at the discretion of the State treasurer. All of the personal obligations of its members taken in the ordinary course of business of such association and secured on first mortgage on real estate, all dividends and interest which may accrue on securities held in trust, as aforesaid, by the trust company or the State, as provided herein, and all dues or monthly payments which may become payable on stock pledged as security for loans, the mortgages for which are on deposit in accordance with the provisions of this act, may be collected and retained by the association depositing such securities or mortgages so long as such association remains solvent, and faithfully performs all contracts with its members. Any securities on deposit, as provided herein may from time to time, be withdrawn, if others of equal value are substituted therefor. Every building and loan association organized under the laws of any State, Territory or foreign government shall, before commencing to do business in this State,

First. File with the treasurer of this State a duly authenticated copy of its charter or articles of incorporation.

Second. File with the treasurer of this State the certificate of the proper State officer of another State or the president and treasurer of some responsible trust company certifying that it has on deposit securities, not less than $25,000, taken in the regular course of business as mentioned in this act, in trust for all the members and creditors of such building and loan association.

Third. File with the State treasurer a duly authenticated copy of a resolution adopted by the board of directors of such association stipulating and agreeing, that if any legal process affecting such association be served on said State treasurer, and a copy thereof be mailed, postage prepaid, by the party procuring the issuing of the same, or his attorney, to said association, addressed to its home office, then such service and mailing of such process shall have the same effect as personal service on said association of this State.

Fourth. Pay the State treasurer twenty-five ($25) dollars as fees for filing the papers mentioned in this section.

SECTION 7. Be it further enacted: No officer, director or agent of any foreign building and loan association shall, in this State, solicit subscriptions to the stock of such association, or sell, or knowingly cause to be sold or issued, to a resident of this State any stock of an association while said association has not on deposit securities as

required by section 3 of this act, or before said association has
12 complied with all the provisions of this act. License to agents of such companies or associations shall be issued by the treasurer annually, on the first of January and said treasurer is authorized to collect from each agent for said license $2 fee. Any violation hereof shall be deemed a misdemeanor, and upon conviction shall be punished by a fine of not less than ten dollars or more than fifty dollars.

The association filed its charter with the secretary of state of Tennessee on the 11th day of August, 1893, and filed an abstract of the same in the office of the register of Shelby county on August 15, 1893. The association did not comply with the building association laws quoted above in any respect.

There is no evidence that the association solicited stock subscriptions after March 26, 1891, but it does appear that it made several loans of the same kind as the Bedford loan upon stock already subscribed for, after that date.

The supreme court of Tennessee has decided that notes and a mortgage executed under similar circumstances and made payable in Minnesota are Minnesota contracts, but that they are, nevertheless, void in Tennessee and cannot be enforced in the courts of Tennessee. United States Saving & Loan Company *v.* Miller, 47 Southwestern Rep., 17, affirmed on appeal by supreme court, December 18, 1897, without written opinion.

Bedford defaulted in his payments on the notes and the association filed a bill in equity in the circuit court of the United States for the western district of Tennessee to foreclose the mortgage and collect the amount due under his contract. The defendant, Bedford, answered averring that the notes and mortgage were in violation of the above-quoted laws of Tennessee and were void and could not be enforced.

This court, being in doubt upon the questions thus raised, hereby certifies to the supreme court the following questions and respectfully requests answer to the same:

First question. Was the validity of the notes signed in Tennessee by the maker, manually delivered by him to the soliciting agent of the association at Memphis to be transmitted to the association at Syracuse for the acceptance of the association at that place and payable at Syracuse, to be determined by the laws of Tennessee or of New York?

Second question. Was the validity of the mortgage executed and delivered under the same circumstances to be determined by the validity of the note to which it was incident, or by the law
13 of the State where the land lay which the mortgage conveyed, and which upon default must be sold to pay the notes?

Third question. May a State by its laws forbidding the transaction of business within its borders annul the contracts of its citizens entered into and to be performed without the State, when those contracts are but the consummation of the inhibited business within

the State, without an infraction of the 14th amendment to the Constitution of the United States?

Fourth question. Even if a State may by law refuse enforcement of such a contract in its courts, should a circuit court of the United States sitting in the State refuse to enforce it when jurisdiction over the parties exists by reason of their diverse citizenship?

WM. H. TAFT,
HORACE H. LURTON,
A. C. THOMPSON,
Judges of the United States Circuit Court of Appeals for the Sixth Circuit, Sitting in said Case.

October 3, A. D. 1899.

14 United States Circuit Court of Appeals for the Sixth Circuit.

UNITED STATES OF AMERICA, *Sixth Judicial Circuit,* } ss:

I, Frank O. Loveland, clerk of the United States circuit court of appeals for the sixth circuit, do hereby certify that the foregoing certificate and statement of facts in the case of H. M. Bedford and Lou M. Bedford, his wife, *vs.* Eastern Building and Loan Association of Syracuse, N. Y., was duly filed and entered of record in my office by order of said court, and, as directed by said court, the said certificate was by me forwarded to the Supreme Court of the United State for its action thereon.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said court, at the city of Cincinnati, Ohio, this 3rd day of October, A. D. 1899.

Seal United States Circuit Court of Appeals, Sixth Circuit.

FRANK O. LOVELAND,
Clerk of United States Circuit Court of Appeals for the Sixth Circuit.

Endorsed on cover: File No., 17,558. U. S. C. C. of appeals, 6th circuit. Term No., 444. H. M. Bedford and Lou M. Bedford, his wife *vs.* The Eastern Building and Loan Association. Filed Nov'r 10, 1899.